United Paperworkers International Union, Local #710 *and* Stone Container Corporation. Case 27–CB–2945

July 31, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS DEVANEY AND OVIATT

On September 17, 1991, Administrative Law Judge James M. Kennedy issued the attached decision. The Respondent Union filed exceptions and a supporting brief and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, United Paperworkers International Union, Local #710, Denver, Colorado, its officers, agents, and representatives, shall take the action set forth in the Order.

[1] The Respondent Union has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In agreeing with the judge's conclusion that the Respondent Union violated Sec. 8(b)(1)(A) through statements made to employees Briscoe and Kish in the course of soliciting them for membership, we find it unnecessary to rely on the judge's speculation that the solicitation stemmed from a financial need on the part of the Union. Member Oviatt finds that the judge's acknowledged speculation is helpful in understanding this case and he would permit the judge to express his opinion concerning the motive underlying the Union's unlawful conduct.

We note that the first sentence in sec. III,B, par. 8, of the judge's decision should read, ''Dear does not recall any such conversation . . . .''

Chet Blue Sky and *Michael J. Belo*, for the General Counsel.
Lynn Agee, of Nashville, Tennessee, for the Respondent.
Alex V. Barbour (Jenner & Block), of Chicago, Illinois, for the Charging Party.

DECISION

STATEMENT OF THE CASE

JAMES M. KENNEDY, Administrative Law Judge. This case was tried before me in Denver, Colorado, on July 18, 1991, on a complaint issued by the Regional Director for Region 27 of the National Labor Relations Board on March 26, 1991. The complaint is based on a charge filed by Stone Container Corporation (the Employer) on January 30, 1991. It alleges that United Paperworkers International Union, Local #710 (Respondent or the Union) has committed certain violations of Section 8(b)(1)(A) of the National Labor Relations Act (the Act).

Issues

At the hearing, I granted the General Counsel's motion to amend the complaint in two ways. First, I permitted it to delete subparagraphs 5(c), (d), (e), and (f). Second, I permitted it to add subparagraph 5(i). As amended the complaint alleges, and Respondent denies, that Respondent has restrained and coerced certain of Respondent's nonunion employees by threatening them with loss of employment if they did not become members on the Union's winning a so-called ''closed shop'' election and by telling an employee that if he testified against the Union at this hearing, his place of employment would no longer be a very pleasant place to work.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file briefs. All parties have filed briefs which have been carefully considered. Based on the entire record of the case, as well as my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent admits the Employer is a corporation engaged in the manufacture of corrugated paper boxes at its facility in Denver, Colorado, where it annually sells and ships goods valued in excess of $50,000 to points and places outside Colorado. Accordingly, Respondent admits and I find the Employer to be an employer engaged in commerce and in an industry affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Respondent admits it is a labor organization within the meaning of Section 2(5) of the Act.

III. ALLEGED UNFAIR LABOR PRACTICES

A. *Background*

Respondent and the Employer have had a collective-bargaining relationship for about 6 years. Their most recent collective-bargaining contract expired on March 1, 1991. Neither it nor the previous agreement contained a union-security clause and no form of compulsory union membership has been in effect. During the summer and fall of 1990, Respondent's officials came to believe that an important provision for the successor agreement was a union-security clause of some kind.

The State of Colorado, under the authority of Section 14(b) of the Act,[1] has chosen to allow union-security clauses

[1] Sec. 14(b). Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or *Continued*

in collective-bargaining contracts only after it has conducted a secret ballot election where a majority of the bargaining unit has voted in favor of such a clause. Even in that event, however, the actual inclusion of such a clause in the agreement is left to the bargaining strength of the parties. Moreover, that statute does not limit the contracting parties to any specific type of union-security clause. See the Colorado Labor Peace Act, Colo. Rev. Stat. (1986) § 8-3-104 and § 108.[2]

The parties have stipulated, and the evidence shows, that Respondent filed a petition with the Colorado Department of Labor and Employment for a so-called ''all-union'' election under that statute on January 9, 1991. The Employer did not offer any opposition to the petition and on January 24 an election was ordered. The election was conducted on February 14. The outcome of the election is not germane to the issues here, but the employees did vote in favor of authorizing Respondent to negotiate for a union-security clause in the new contract. It is against this background that the alleged unfair labor practices took place.

B. *The Conduct*

Briscoe: Michael Briscoe is a machine operator who has worked for the Employer for about 10 years. He is not a member of the Union. He testified that Respondent's vice president, Bob Welpton, spoke with him at his machine on a September 1990 afternoon. Welpton is also employed by the Employer.[3] Briscoe says Welpton asked him if he was ready to join the Union. Briscoe replied that he was not. Welpton then said, according to Briscoe, ''It [is] going to be a closed shop pretty soon, and . . . [You] could join the Union now for $10 or so, but when they close it, [you will] have to pay $100 to join.'' Briscoe then reports that Welpton said he'd have to join the Union when (the shop became) closed or he'd lose his job. Briscoe asked how Welpton could do that, and Welpton relied he ''could do like he wanted to do.'' He could ''charge what he wanted to charge and do it like he wanted to do it.''

A second conversation occurred between Briscoe and Welpton in early January 1991 in the breakroom. Welpton offered Briscoe a union card and asked again if he was ready to join. Briscoe once more declined saying he was not ready. Welpton then said, ''[T]he election is coming up pretty soon and [you] don't have much time . . . it is going to cost [you] a lot more to join if [you] wait until [you are] forced to join.''

Both Welpton and Recording Secretary Scott Dear testified that Respondent, sometime in the summer of 1990, had begun to take steps to raise its initiation fee from $10 to $41. Dear said the Union voted on August 11, 1990, to approve the increase. Even so, it never was put into effect due to opposition from the Union's International representative who found it procedurally defective.

Welpton at one point said he ''may have'' have had a conversation with Briscoe about initiation fees while operating under the belief that the initiation fees were going to be increased. Later, he was more positive that he had spoken to Briscoe ''at least once'' about it. His recollection is not very strong, but thinks it may have occurred the Monday after the vote to increase the initiation fees, i.e., August 13, 1990. Whenever it was, he says Briscoe asked him the amount of the initiation fee. He told Briscoe it was $10. Briscoe then asked if the Union had had a meeting to raise them. Welpton replied ''Yes, to $41.'' He says he may have told Briscoe it could go as high as $110.

Welpton denies telling Briscoe that he would have to pay an initiation fee at that time to avoid a higher fee later. He said that their conversation was ''not like that.'' In addition, he says he did not use the phrase ''closed shop'' in the conversation. He says, in reference to the state election, he used the phrase ''union security agreement,'' a phrase he had heard used by the state official with whom the union officers had spoken.

He also testified, unlike Dear who said he had, that he made no effort to try to solicit members before the state election. He said employees sometimes come to him to ask about joining, but he made no special effort in that regard. He says he is not even certain who is and who is not a member. He does agree that the Union would be better with more members. Dear, on the other hand, readily agreed that before the state election he solicited nonmember employees to join and thought that the other officers had, too, although he doesn't know what steps the others, such as Welpton, took in this regard. I find Welpton's denial on this point somewhat odd. He even keeps union cards in his locker.

Kish: Edward Kish is also a production worker for the Employer. He has been so employed for about 8 years. Although a member after the Union first became the employee representative, he became disenchanted and resigned after about a year. Union Recording Secretary Dear is a coworker. Kish testified that in late December 1990 or early January 1991, while they were having lunch and discussing music, Dear changed the subject to the union initiation fee. He told Kish that the fee had gone up to $160. When Kish asked why, he explained that the fee hadn't changed since the union had been voted in. Kish opined that the $160 fee was ''ridiculous'' and ''not right.'' According to Kish, Dear went on, ''When it's a closed shop, if you don't join the Union,

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territory in which the execution or application is prohibited by State or territorial law.

[2] In pertinent part, Sec. 8–3–108(1) reads: ''It is an unfair labor practice for an employer . . . to:

> (c)(I) Encourage or discourage membership in any labor organization . . . except that an employer shall not be prohibited from entering into an all-union agreement with the representatives of his employees in a collective bargaining unit if such all-union agreement is approved by the affirmative vote of at least a majority of all employees eligible to vote or three-quarters or more of the employees who actually voted, whichever is greater, by secret ballot in favor of such all-union agreement in an election provided for in this paragraph (c) conducted under the supervision of the director [of the Division of Labor of the Department of Labor and Employment].

Sec. 8–3–104(1) defines the term ''all-union agreement'' as ''a contractual provision between an employer . . . and a collective bargaining unit representing some or all of the employees of the employer . . . providing any type of union security and compelling an employee's financial support or allegiance to a labor organization. 'All-union agreement' includes, but is not limited to, contractual provision for a union shop, a modified union shop, an agency shop . . . a modified agency shop, a prehire agreement, maintenance of dues, or maintenance of membership.''

[3] All of Respondent's officers about whom there was testimony are employed by the Employer. I infer that none are actually employed by the Union, but come from the Employer's bargaining unit.

you will be out the door.'' Kish asked, ''Just like that? Isn't there a time I have to make a decision?'' Both agree that Dear did not know if there was some sort of grace period.

Kish does not recall any such conversation in December or January, but does say that something similar occurred in August or September 1990. He says Kish came to him after speaking to another employee, Rod Crow. Kish claimed Crow had told him ''if the the vote passed and he refused to join, he'd be out the door.''[4] Kish wanted to know if Crow was right. Dear said he explained: The Company would have to agree to the vote; if an all-union agreement was reached, Kish would have to pay union dues; there would be a certain amount of time Kish would be allowed in which to join (though Dear didn't know the length of the grace period); if he didn't, he would be disqualified by the Union and the Company would have to terminate him.

Dear denies using the term ''closed shop'' and specifically denies telling Kish that when the shop became ''closed'' he would be out the door. At one point he said he could not recall the expression ''closed shop'' being used in the plant. Yet, at another, he admitted he had heard the term used there.

Dear also says, probably in the same conversation, Kish told him he'd heard the initiation fee was going to $160. He says he told Kish that the increase was to $41 and that it could not go higher than $120. He denies telling Kish that he needed to pay the $10 fee now, before it became a ''union'' or ''closed'' shop or he would have to pay the higher fee.

On June 27, 1991, about 3-1/2 weeks before this hearing, Kish and Dear had a conversation in the locker room during a shift change. Although the record is not clear regarding what triggered the conversation, I infer that Kish had either just received a subpoena or had been notified that he would have to testify at this hearing. He wanted to explain himself to Dear, and recalls saying something to the effect that he hoped Dear wouldn't blow (his being a witness) out of proportion. He remembers fellow employee John Lang, who had just come in, interrupted saying he (Lang) had gotten out of the Union because it was full of shit. Kish explained to the somewhat mystified Dear[5] that others felt the same way, describing as an example one Darrell (last name unknown) who had ''been suckered into the Union'' for fear of having to pay a higher initiation fee later.

As this uncomfortable conversation came to an end, Kish says Dear told him, ''Anybody who testifies against the Union, it's not going to be a very pleasant place to work.'' Lang corroborates Kish quoting Dear as saying, ''I'd hate to have to be put in the position of testifying against [either the 'people' or the 'Union,' he is not sure which] and then still having to work here.'' This remark so upset Kish that he told his supervisor about it. At the supervisor's suggestion he also told the plant manager.

With respect to the June 27 locker room remarks, Dear's version is not all that different. He recalls it in somewhat better detail, but ultimately agrees that he said, ''I personally would not want to be in that situation,'' explaining, ''I would hate to go down there and testify against people that I was going to have to work with.'' Later, in response to Kish's dismay that others might get angry over someone looking out for his job, Dear agreed that was unfortunate, but both knew that ''stuff happens to people's stuff down there.'' When Kish asked if anything would happen to him, Dear replied, ''No. I'm not threatening you or anything else. I'm not saying anything would happen 'cause I don't know if anything would. I'm just saying I personally would not want to have to deal with that.'' In fact, Kish agrees that Dear himself would not have committed the type of ''stuff'' (misconduct) being referred to, i.e., automobile vandalism. Even so, the remark was hardly limited to that level of misbehavior. Kish, who may be overly sensitive,[6] already believed he had been the victim of ''messages'' such as earlier being unnecessarily bumped by Dear while walking through the plant.

IV. ANALYSIS AND CONCLUSIONS

Although the case presents some credibility problems, I do not think they are difficult. The entire matter occurred against the backdrop of the Colorado ''all-union'' election. Although it may be true that the State does not require a ''showing of interest'' comparable to that required by the National Labor Relations Board in its administration of elections, and therefore Respondent was not under any outside pressure to obtain additional memberships, I think it is clear that the Union nonetheless believed it was important to make a strong showing in the state-conducted election. If nothing else, that might be considered a show of strength when it came time to actually negotiate the clause. To that end, I find that both union officials, Welpton and Dear, made efforts to solicit nonmembers to join. I know that Welpton denied making any special efforts in this regard, but I cannot credit his testimony. Union officials are always on the lookout for new members; that is their job. The election was an additional reason to seek them out. Dear certainly did; I doubt Welpton would be any different. Moreover, given the fact that the election did not begin to materialize until late December 1990, I regard Dear's testimony that his first conversation with Kish occurred as early as August to be in error. I find that all his discussions occurred in December or afterwards. Indeed, Dear's own testimony so suggests, despite his assertion that the incidents occurred earlier.

Therefore, I find Briscoe's testimony that Welpton was soliciting his membership to be credible. In that circumstance, Welpton's denial must be regarded as evasive. But why? There is nothing inherently improper about a union officer soliciting an employee to join a union. Does he, despite his claim of ignorance, know that a closed shop is illegal? Did he, with that knowledge, nonetheless use the phrase to coerce a reluctant Briscoe to join? And then, knowing that was improper, did he attempt to conceal his act behind a denial claiming ignorance? I tend to think so.

Similarly I find Kish's testimony regarding Dear's effort to solicit him to also be credible and Dear's purpose to be the same as Welpton's. Indeed, I think the Union's abortive

[4] The reference to the election strongly suggests the conversation occurred in December 1990 or January 1991.

[5] Lang and Dear are long-time friends. They have known each other since high school in 1978 and socialize together.

[6] In some respects Kish was not an ideal witness. He was nervous to excess, inarticulate, overeager, and quick to interpret. Even so, his recollection is supported by both employee and union witnesses. There is no reason to discredit him on the basis of his demeanor.

effort to raise the initiation fee supports a motive to press nonmembers. If the Union had come to believe that increased initiation fees were needed to offset some financial need, and if, as happened, that increase was aborted, the financial need would still exist. An obvious way to try to meet that need would be to increase the membership. If the need were urgent, the union officials might well deem it necessary to resort to coercion. I recognize that some of this is speculation on my part, but I doubt it is far wrong. Clearly this Union deemed it necessary to resort to high pressure. Why else would its officials resort to a claim that the state election would require membership on ''closed shop'' basis?

The only other possibility is that these officials were so ignorant of the law prohibiting closed shops that they somehow became entangled in terminology which they did not understand. Indeed, neither Welpton nor Dear was able to properly define the terms. It may be, as I observed at the hearing, that this is all the result of a massive misunderstanding, not only of what the state election would provide, but what sorts of compulsory membership one might obtain on the electorate's authorizing such a clause. Maybe they thought the expression ''closed shop'' was the same as ''union security clause'' or ''union shop'' or ''agency shop'' or ''maintenance of membership.'' If so, this entire proceeding could have been avoided by some education.[7]

But, all these are special terms of art. All are forms of the generic phrase ''union security.'' One, the closed shop, was declared illegal by the Taft-Hartley Act in 1947. See Section 8(a)(3) and Section 8(b)(2) of the Act. Indeed, Colorado law does so as well. The others are all lawful. Even so, none of the other forms of compulsory unionism requires union membership as defined by any union's constitution. Compelled membership is really only a duty to pay the uniform periodic dues and fees as described in Section 8(a)(3) of the Act. An employee is free, however, to join the union as a constitutional member if he and the union so agree.

At the Employer's place of business, there was at the time of this hearing, no form of compulsory union membership. It was an ''open shop'' and will continue to be so until such time as a lawful union-security clause becomes a part of the collective-bargaining contract.

That is as it should be, for Section 7 of the Act protects the right of employees to refrain from union activity as well as protects the right to engage in it. The only limitation on that right to refrain from union activity is in circumstances where the employer and the union have entered into a collective-bargaining contract which requires the employee to pay as a condition of continued employment some sort of fee in return for the collective-bargaining services which the union performs. The nature of the fee is regulated by Section 8(a)(3) and Section 8(b)(2) and (5) of the Act.

Section 8(b)(1)(A) of the Act prohibits unions from restraining or coercing employees in the exercise of their right to refrain from union activity. This is so even in the absence of any form of compulsory payments to a union. The restraint and coercion which that section prohibits may be subtle or even unlikely to succeed. The test for a violation of that section is whether the union's statements reasonably tend to have a coercive effect and does not depend on its actual effect on listeners. *Steelworkers Local 5550 (Redfield Co.)*, 223 NLRB 854, 855 (1976); *Clothing & Textile Workers Local 990 (Troy Textiles)*, 174 NLRB 1148 (1969).

I find that Respondent's officials Welpton and Dear told employees Briscoe and Kish some falsehoods designed to convince them to join the Union. Specifically, I find they told them that there would shortly be imposed a closed shop system at the Employer's business; that they would be required to join the Union and if they did not do so, they would be discharged. In addition, Welpton and Dear said to avoid that circumstance, the employees should join the Union now, while the initiation fee was low, only $10, because if they waited, the dues would be substantially increased. I credit both Briscoe and Kish that the two union officers said that fee would be in excess of $100.

It is true that both Briscoe and Kish had doubts whether any of those remarks were true. In that sense they did not believe what they were being told. They knew that the Union could not obtain their discharge without the Employer's cooperation. Even so, the remarks unsettled and confused them. The remarks were untrue and had the tendency to confuse not only the easily confused such as Kish, but anyone else. Welpton and Briscoe were union officials who supposedly had greater knowledge about employee obligations than rank-and-file employees. Such employees could only look on their assertions as coming from persons with expertise. In creating apprehension, by actively misleading them, Dear and Welpton took advantage of their station. Clearly that had the reasonable tendency to coerce these two employees in their right to refrain from Section 7 activity; to refrain from joining the Union when there was no legal obligation to do so.

The Board has said, looking at the legislative history of Section 8(b)(1)(A), that the Congressional intent was to protect the Section 7 right to refrain from union activity and to prevent coercion aimed at persons who wished to exercise that right. In *Teamsters Local 420 (Gregg Industries)*, 274 NLRB 603, 604–605 (1985), the Board noted comments by the cosponsors of the bill, Senators Ball and Taft. Both said the purpose behind the bill was to prevent and prohibit unions from coercive organizational tactics such as charging employees higher fees or dues if an employee does not join when first asked. That case relies on *Maritime Union*, 78 NLRB 971 (1948), enfd. 175 F.2d 686 (2d Cir. 1949), decided shortly after the section's enactment, and which observes that Congress wanted to eliminate, among other things, ''the use by unions of threats of economic action against specific individuals in an effort to compel them to join.''

Clearly, Respondent's use of the ''closed shop'' language, coupled with the threat of increased fees as described here falls within the precise concern of the Congress. Indeed, *Troy Textiles*, supra, presented a fact pattern almost identical to this one. There, an employer in a right-to-work State, had an open shop collective-bargaining contract. When it announced it was being sold, some union officials told the employees who had never joined the union, that the buyer would not retain them as employees unless they did so. As here, there were skeptics who did not believe it. They knew it would

[7] The State's use of the phrase ''all-union agreement'' may have been part of the confusion. One way to interpret the term ''all-union'' is that all employees must be union members. That may very well equate, in the minds of some, to a ''closed shop.'' The statute makes it clear that ''all-union'' means no such thing, but the shorthand which has arisen suggests to me that such confusion may have contributed to the situation here.

take the buyer's cooperation. Moreover, as the sale had not yet been completed there was nothing urgent. The trial examiner observed that ''the union agents' very purpose in making the statements was to create among the employees some degree of apprehension for their jobs because of lack of union membership, an apprehension from which Congress, in enacting Sections 14(b) and 7 of the Act, intended that these particular employees be entirely free.'' The Board affirmed the trial examiner's finding of a violation of Section 8(b)(1)(A). Likewise, I, too find such a violation. See also *Hotel & Restaurant Employees Local 2 (Zim's Restaurants)*, 240 NLRB 757, 761 (1979).

With respect to the allegation that on June 27, 1991, Dear coerced Kish regarding his testimony in this hearing, I find that he did. There is really very little in dispute here. Kish and Lang's testimony is not really denied by Dear. He simply puts it in a different light, turning the incident into his personal opinion. It is true that Kish began the conversation, an apparent effort to ameliorate the personal differences he perceived being triggered by the hearing. Yet, there was simply no need for Dear to refer to any sort of reprisal, intended or not, mild or strong. Whether he said Kish's testimony would mean that it would not be a pleasant place for Kish to work any more or whether he said he personally would not want to be in Kish's situation, is not important. Either version constitutes a subtle threat and an effort to dissuade Kish from testifying. Compare *Firestone Steel Products Co.*, 228 NLRB 1040 (1977). There Respondent's lawyer jokingly told an employee, ''Well, if I was you, I'd keep my nose out of it [an NLRB hearing].'' The Board found that despite the jocular nature of the remark it nonetheless interfered with the employee's right under Section 7 to give testimony before the Board. Likewise, Dear's remark had the tendency to coerce Kish with respect to his giving testimony. *Redfield Co.*, supra at 855. Again, the test is not whether the coercion was strong or subtle, nor whether it succeeded. The test is whether the remark had a reasonable tendency to restrain or coerce an employee from vindicating a protected right—to give testimony to the Board about facts constituting an alleged unfair labor practice. Dear's remark, under either version, reasonably tended to do so.

THE REMEDY

Having found Respondent to have engaged in certain violations of Section 8(b)(1)(A) of the Act, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. I shall not, however, accept the General Counsel's request that Respondent be ordered to advise employees of the existence of financial core membership or that fees and dues may be less than required under Respondent's constitution and bylaws. See *Communications Workers v. Beck*, 487 U.S. 735 (1981). That should be considered only where compulsory union membership is lawfully in place but has been abused. I regard the request as premature.

Based on the foregoing findings of fact and the record as a whole, I make the following

CONCLUSIONS OF LAW

1. Stone Container Corporation is an employer engaged in commerce and in an industry affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent, United Paperworkers International Union, Local #710, is a labor organization within the meaning of Section 2(5) of the Act.

3. In September and late December 1990 and early January 1991, Respondent, acting through its officials Bob Welpton and Scott Dear, restrained and coerced the Employer's employees within the meaning of Section 8(b)(1)(A) of the Act by threatening them with loss of employment and higher initiation fees if they did not become members of Respondent.

4. On June 27, 1991, Respondent, acting through Dear, violated Section 8(b)(1)(A) of the Act by coercing an employee not to testify in this proceeding before the National Labor Relations Board.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[8]

ORDER

The Respondent, United Paperworkers International Union, Local #710, Denver, Colorado, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Threatening the employees of Stone Container Corporation with loss of employment and higher initiation fees if they do not become members.

(b) Coercing employees not to testify in proceedings before the National Labor Relations Board.

(c) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its office and bulletin boards in Denver, Colorado, copies of the attached notice marked ''Appendix.''[9] Copies of the notice, on forms provided by the Regional Director for Region 27, after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Sign and return to the Regional Director sufficient copies of the notice for posting by Stone Container Corporation,

[8] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[9] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

if willing, at all places where notices to employees are customarily posted.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT threaten employees with loss of employment and higher initiation fees if they do not become members.

WE WILL NOT coerce employees from testifying in proceedings before the National Labor Relations Board.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

UNITED PAPERWORKERS INTERNATIONAL UNION, LOCAL #710